

Judge Hellerstein

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

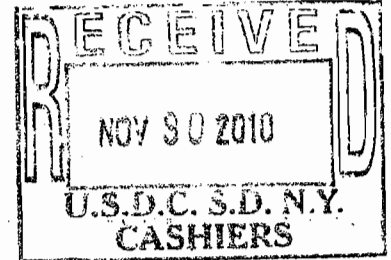
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SUDAMERICANA AGENCIAS AEREAS
Y MARITIMAS S.A.,

Plaintiff,

-against-

THE RICE COMPANY USA, d/b/a THE RICE
CORPORATION, d/b/a RICE CHARTERING,

Defendant.
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ECF
COMPLAINT
10 Civ.

Plaintiff, SUDAMERICANA AGENCIAS AEREAS Y MARITIMAS
S.A. ("SAAM"), by and through its attorneys, Cardillo & Corbett,
as and for its Verified Complaint against the defendant, THE
RICE COMPANY USA, d/b/a THE RICE CORPORATION, and d/b/a RICE
CHARTERING ("TRC"), alleges, upon information and belief as
follows:

JURISDICTION

1. This is an admiralty and maritime claim within
the meaning of Rule 9(h) of the Federal Rules of Civil Procedure
and 28 United States Code § 1333.

THE PARTIES

2. At all material times to this action SAAM was,

and still is, a business entity duly organized and existing under the laws of Chile with an address at Valparaiso, Chile, Blanco 895.

3. At all times material to this action, TRC was, and still is, a business entity duly organized and existing under the laws of Delaware, duly authorized to do business in New York, with a registered agent at 45 Broadway, Suite 1500 New York, New York, 10006.

FACTS AND CLAIM

4. At all times material to this action, SAAM was, and still is, a husbanding agent that provides services to, inter alia, ships, ship owners, charterers and operators in ports in Chile.

5. During the period beginning in January 2007 through September 2007, SAAM was requested by TRC to provide, and did provide maritime agency services to TRC in Chile in connection with voyages undertaken by the M/V GENCO MARINE, M/V NOBILITY, M/V SANKO SUPREME, and M/V TAHIR KIRAN (collectively referred to as the "Vessels") to Chilean ports.

6. The services rendered by SAAM were maritime in nature. SAAM obtained and provided various necessary goods and services for the operation of the Vessels while they were in port, including launch services, provisions for the crews, ship supplies, linesmen, vessel and cargo surveys, pilotage, light

dues, port dues, tugboat services, dockage, wharfage and obtaining proper certifications.

7. TRC and the Vessels received the benefit of SAAM's services and TRC has received the invoices presented, yet has failed to pay SAAM the compensation due and owing despite demand for same.

AS AND FOR SAAM'S
FIRST CAUSE OF ACTION
AGAINST TRC

Breach of Contract

8. SAAM repeats and realleges each and every allegation contained in paragraphs 1-7 of this Complaint as if set forth at length herein.

9. At the request of TRC, SAAM undertook to provide maritime agency services to the Vessels.

10. In advance of doing so, SAAM and TRC agreed that SAAM would issue invoices and be compensated for the maritime agency services provided.

11. During the period beginning in January 2007 through September 2007, SAAM provided maritime agency services to the Vessels, upon TRC's request, and provided invoices for the services rendered in the amount of \$849,363.03.

12. TRC made certain payments for the services rendered to the Vessels in the total amount of \$542,551.31, leaving a balance due and owing to SAAM in the total amount of

\$287,084.72.

13. TRC and the Vessels have received the benefit of SAAM's services and TRC has received the invoices presented, yet has failed to pay SAAM all compensation due and owing despite demand for same.

14. By reason of the aforesaid, SAAM has suffered damages in the amount of \$287,084.72, no part of which has been paid although duly demanded.

AS AND FOR SAAM'S
SECOND CAUSE OF ACTION
AGAINST TRC

Unjust Enrichment/Quantum Meruit

15. SAAM repeats and realleges each and every allegation contained in paragraphs 1-14 of this Complaint as if set forth at length herein.

16. SAAM was requested to provide maritime agency services by TRC, and did provide maritime agency services for the benefit of TRC and the Vessels. Such services were in the reasonable value of \$849,363.03.

17. Despite repeated demands for payment of said amount, only partial payments have been received by SAAM for its services in the amount of \$542,551.31.

18. TRC and the Vessels have inequitably benefitted from the neglect, failure and/or refusal to pay SAAM the full value of services SAAM contracted to provide at the request of

TRC and for the benefit of TRC and the Vessels.

19. TRC and the Vessels have unjustly received and retained the benefit of the services rendered by SAAM.

20. Equity and good conscience require TRC to pay SAAM the unpaid balance of the services rendered in the amount of \$287,084.72, for the services it contracted with SAAM to provide, which SAAM has done at the request of, and for the benefit of TRC and the Vessels, as well as the costs and expenses of recovery of same.

WHEREFORE, SAAM prays:

A. That process in due form of law issue against TRC, citing it to appear and answer under oath all and singular the matters alleged in the Complaint.

B. That judgment be granted to Plaintiff, SUDAMERICANA AGENCIAS AEREAS Y MARITIMAS S.A., in the amount of \$287,084.72, plus interest, costs and reasonable attorneys' fees; and

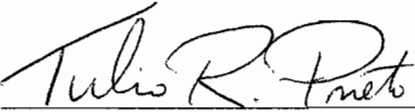
B. That SAAM have such other, further and

different relief as the Court may deem just and proper.

Dated: New York, New York
November 30, 2010

CARDILLO & CORBETT
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SUDAMERICANA AGENCIAS AEREAS Y
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By:



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